## CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES ROOM 403, CITY HALL, 121 N. LASALLE STREET

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FOR NCRB USE	ONLY
Recommend Approval	0
Return To Dept.	۵
Reject Vote	. 0

# NON-COMPETITIVE REVIEW BOARD (NCRB) JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

	JUSTIFICATION	FOR NON-COMP	ETITIVE PROCUREME	NT Page
	COMF	PLETE THIS SECTION II	NEW CONTRACT	· Warter plan
Preparation of Non-Comp	Detitive Procurement	F <b>orm</b> on the reverse sig	as below in accordance with the le. Complete "Other" subject a encing attachments will not be	e instructions for V
Request that negotiations t	be conducted only with	Mitratech Holdings, In	c. for the product(s) and/or se	vice(s) described herein.
This is a request for:				*
One-Time Contractor Re	equisition #: , cop	oy attached or 🔲 Term	Agreement or 🔲 Delegate Ag	ency (Check one).
f Delegate Agency, this red	quest is for "blanket ap	proval" for all contracts	within the (Attach List).	
Pre-Assigned Specification	No.:		Pre-Assigned Contract No.:	
C	OMPLETE THIS SECT	ION IF AMENDMENT (	OR MODIFICATION TO CONT	RACT
specific reasons for the cha	nge. Indicate both the	original and the adjuste	vices, etc., its relationship to the d contract amount and/or expl a contract amendment or mod	ration data with this shows
Contract #: 14269		Company	or Agency Name: Mitratech I	loidings, Inc.
Specification #: 47617		Contract of	or Program Description: Legal	Case Management System
flodification #: NA		(Attach I	ist, if multiple)	V
tajeev Kumar	744-0135	-RI	Law	<u>11/23/20</u> 10
Originator Name	Telephone	Signature	Department	Date (mm/dd/yr)
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#### **☑ PROCUREMENT HISTORY**

## I. Describe the requirement and how it evolved from initial planning to its present status.

The original contract included the building of an interface between the Law Department's TeamConnect system and the Hansen system, the database used by the Building Department to track inspection information. When the contract was originally drafted, the scope of the interface was described as a batch delivery of information "scheduled to run every half day" between the two databases. See: Contract # 14269, Exhibit B, Interface Requirement 5 of 20, attached) Over the last several months, extensive requirements pathering sessions have been held involving the Departments of Law, Buildings and Innovation and Technology. The sessions have letermined that the scope of the interface described in Exhibit B of the original contract will be of little value to the City.

At present, the Building Department enters data in Hansen about buildings that have been inspected, such as property address, presumed property ownership and inspection results. The Building Department requests the Law Department perform a title search and obtain the necessary documentation which demonstrates the correct legal address and all likely owner(s) for each property. On riverage, the Law Department performs 18,000 title searches annually for the Building Department. The Hansen system is used to generate legal complaints which must be scanned and edited by the Law Department before they can be filed in court. During the source of this process, the Building Department must physically drive between its Racine facility, the Daley Center and the Law Department multiple times to deliver paperwork to the Law Department needed for each stage of the process.

the requirements gathering sessions revealed efficiencies and consolidations that would benefit both the Bulldings and Law

Departments. It also revealed that a twice daily batch delivery of information between the two systems would address few of the many observed inefficiencies.

By leveraging web-services technology which allows for the real-time transfer of information, it is anticipated that double data entry and the physical delivery of documents will no longer be necessary. Users will be alerted when multiple inspections performed by various Bureaus within the Building Department are performed at the same property address. Legal complaints will be generated by the Law Department. Scheduling tools will be created to alleviate the need to use personnel to manually assign each of the 18.000 title searches performed each year, as well as the high volume of cases sent to be heard at the Department of Administrative Hearings. Paperwork will no longer have to be driven between the Buildings and Law Departments. Additionally, it is anticipated that once the interface is in place, data entry needs within both Departments will need to be re-evaluated.

In 2009, the NCRB approved a vendor limit increase for the Law Department's contract #14269 with Mitratech. The vendor limit increase was approved for three enhancements to the TeamConnect system, namely the TeamConnect-Hansen Interface, a TeamConnect-AHMS (Administrative Hearings Management System) interface, and DHHS reporting. At that time, it was estimated the Hansen Interface would cost \$300,000. The DHHS reporting was to build a solution within TeamConnect to satisfy a recent change in federal law which has imposed the mandatory reporting of certain types of information on certain personal injury settlements and judgments.

Discussions with Mitratech regarding the most cost effective way to implement a solution to the DHHS reporting requirement, however, did not conclude prior to the expiration of the vendor limit increase release. Since that time, the federal government has extended the date by which electronic reporting is required and has created a database that reporters such as the Law Department can utilize. These developments obviate the need to create a reporting solution within the TeamConnect system and, as such, the Law Department no longer seeks a vendor limit increase for the DHHS reporting purpose.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

This is a continuation of a previous procurement from the same source. In 2006, the Law Department received approval from the Non-Competitive Review Board to enter into a contract with Mitratech Holdings, Inc., (Mitratech) for the purchase and implementation of the TeamConnect Legal (TeamConnect) software. TeamConnect was selected due to the fact that the off-the-shelf product could be modified to accommodate the various types of legal matters that the Law Department handles, including but not limited to commercial transactions, the rendering of legal advice and litigation of cases. The contract with Mitratech expires January 31, 2012.

3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)

This is a continuation of work associated with the current five year contract with Mitratech. The Law Department desires to exercise its right to amend the contract as provided in Section 4.E. which states:

From time to time during the term of this Agreement, the City may request Mitratech to perform additional services not included in the Scope of Services of this Agreement but which are nonetheless related to the Implementation Services hereunder, such as the development of functionality not set forth in <u>Exhibit B</u> or the creation of new Interfaces or Custom Software not described in the Scope of Services. City shall request Mitratech to perform such services pursuant to a task order request. Mitratech shall respond to the task order request with a detailed Scope of Services, a proposed amount for completion of the task, and a proposed schedule for completion of the tasks. Upon agreement of the parties as to the detailed scope of services, the compensation, and the schedule, an amendment to the Agreement will be processed to reflect such changes. Mitratech agrees that it will perform the task that is the subject of the amendment for the amount that is equal to the lesser of a or b as follows: a) compensation set forth in the task order, or b) the hourly rates set forth in Exhibit C applicable to task orders multiplied by the total number of hours expended by Mitratech to complete the task. (*Emphasis supplied*.)

1. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).

Not applicable. The Law Department desires to exercise its right to amend the contract as provided in Section 4.E.

i. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with he same source?

The Law Department was invited to return to the Information Technology Governance Board (ITGB) once the Hansen Interface is completed at such time as additional functionality and/or interfaces are warranted.

i. Explain whether or not future competitive bidding is possible. If not, why not?

Whether or not future competitive bidding is possible depends upon whether the future work to be completed falls within or outside the anguage of the City's contract with Mitratech.

#### MESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?

The estimated cost for completion of this requirement is \$621,280.00. The ITGB appropriated \$300,000 of the funding which currently resides within a dedicated funding strip (017-06-2005-3006-4011-1829-0140). The ITGB is currently evaluating whether to appropriate the remaining \$321,280 of the funding and recommended the Law Department present this request to the NCRB for its December meeting.

2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?

Approximately 43% of the Mitratech consulting costs will be in 2010, with the rest, 57%, in 2011. Thus, we anticipate costs of \$ 267,150 in 2010 and \$354,130 in 2011.

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)

This software development project was estimated using the standard Software Development Lifecycle (SDLC) Waterfall approach. This method provides the framework for the project schedule by first breaking the work into six stages:

- Project Planning
- Requirements Definition
- Design
- Development
- Integration and Testing
- Installation and Acceptance

The SDLC identifies the software development activities that are normally performed during each of these stages. The relationship of each stage to the others can be roughly described as a waterfall, where the outputs from a specific stage serve as the initial inputs for the following stage. The project's scope and high level business requirements have already been identified. The requirements were then broken down into development tasks for expert level (City and vendor), modified Delphi method estimation and dependency dentification. Once this was accomplished, we were able to build a base-lined schedule and budget.

The basis for estimating the hourly cost is found within Section 4.E. of the contract which states "the hourly rates set forth in Exhibit C applicable to task orders multiplied by the total number of hours expended by Mitratech to complete the task." The hourly rate set forth n Exhibit C of the contract is \$187.50.

I. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other actors which would be duplicated at City expense if another source was considered. Describe cost savings or other neasurable benefits to the City which may be achieved.

Over the past several months, the Contractor has gained a significant understanding regarding:

- The customizations made to the Law Department's version of the TeamConnect software, which serves as the foundation for further software design
- The functions and capabilities of the Building Department's Inspections and Permitting Software (Hansen)
- The scope, detailed requirements and technical architecture necessary to deliver this project.

t would take considerable time and money to ramp up another consulting firm to the point where the current vendor's knowledge set is oday. Additionally, numerous hours have been invested by City subject matter experts to educate the vendor.

The Law Department desires to exercise its right to amend the contract as provided in Section 4.E. Additionally, Mitratech has performed extensive customization for the Law Department to its off-the-shelf version of the TeamConnect software.

i. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

by breaking down the work necessary to fulfill the project requirements into specific tasks, the vendor and key City subject matter experts were able to discuss, estimate and agree upon the amount of work each task would take. The basis for estimating the hourly ost is found within Section 4.E. of the contract which states "the hourly rates set forth in Exhibit C applicable to task orders multiplied by the total number of hours expended by Mitratech to complete the task." The hourly rate set forth in Exhibit C of the contract is 187.50. This rate is within the normal limits of what we pay other vendors for the level of expertise and unique skill set. Additionally, ditratech has represented that a bulk pre-payment of funds against which approved invoices for work performed may be applied will assult in a decrease in the project cost equal to 10% of the bulk payment amount.

## SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

This software development project was estimated using the standard Software Development Lifecycle (SDLC) Waterfall approach. This method provides the framework for the project schedule by first breaking the work into six stages:

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- Requirements Definition
- Design
- Development
- Integration and Testing
- Installation and Acceptance

The SDLC identifies the software development activities that are normally performed during each of these stages. The relationship of each stage to the others can be roughly described as a waterfall, where the outputs from a specific stage serve as the initial inputs for the following stage. The project's scope and high level business requirements have already been identified. The requirements were then broken down into development tasks for expert level (City and vendor), modified Delphi method estimation and dependency dentification. Once this was accomplished, we were able to build a base-lined schedule and budget.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications acking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

Not applicable. The Law Department desires to exercise its right to amend the contract as provided in Section 4.E.

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

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Hansen-TC Integration Project	Fr1 2/5/10	Wed 11/39/11	5,591.43 hrs	17%						
E Project Planning	Pri 2/6/10	Mon 9/27/19	245 hrs	100%		ì	i	!		1
E Project Inception	Pri 2/5/10	Fri 2/5/10	1 hr	100%			1	į	1	1
Project Scoping and Planning	Tue 8/10/10	Mon 9/27/10	241 hrs	100%	****	4	Í	1		1
D Requirements Befinklion	Tue 9/21/10	Wed 1/5/11	1,061,43 ture	39%	-		•	Ī	1	1
Business Requirement Documentation	Tue 1/21/10	Mon 12/6/18	545.4 hrs	54%	-	_	ŗ	1	,	1
* Technical Specification Documentation	Tuo 19/26/19	Wed 1/5/11	615.83 hrs	24%	i	<del></del>	•	: !		
A Design	Tue 3/31/10	Pri 1/21/11	262.4 hre	8%	-	_		1	1	j
B Development	Wed 1/5/11	Tue 6/21/14	2.650 hrs	. 5%	i	10		-		ı
TC Development	Wed 1/5/11	Mon 6/13/11	1,514 bre	7%		1				1
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<sup>®</sup> System Testing	Thu \$/16/11	Thu 2/11//1	240 hrs	9%	1					
® Packaging and Deployment at Staging	Thu \$711/11	Tuo 8/30/11	104 hrs	0%	- 1				1	
₩ User Acceptance Testing	Wed 1/5/11	Mon 10/17/11	556.82 hre	0%			-		-	-
# Training	Mon 10/17/11	Mon 11/21/11	360 hrs	6%						-
mstallation and Acceptance	Mon 11/21/11	Wed 11/39/11	112.8 brs	6%	1			, '		4

The schedule is critical to maximize the availability and productivity of key consulting resources that possess necessary knowledge and expertise to deliver this project. If this schedule is delayed, there is a high percentage likelihood that we will lose many of these esources due to vendor reassignment.

k. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and sudgeted funds.

is previously stated, the Law Department desires to exercise its right to amend the contract as provided in Section 4.E. Therefore competitive bidding is not a factor at this time.

#### EXCLUSIVE OR UNIQUE CAPABILITY

. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach copy of the cost proposal, scope of services, and temporary consulting services form.

he plain language of Section 4.E. of the contract provides that when the City seeks to have additional services performed which are related to the Implementation Services hereunder, such as the development of functionality not set forth in Exhibit B or the creation of

new Interfaces or Custom Software not described in the Scope of Services" that the City "shall request Mitratech to perform such services." (Emphasis supplied.) While the original contract contains the TeamConnect — Hansen Interface, extensive requirements gathering over the last several months involving the Departments of Law, Buildings and Innovation and Technology has determined that the scope of the interface described in Exhibit B of the original contract will not provide a benefit to the Law Department.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

Not applicable. The language of the contract between the City and Mitratech controls.

3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

Not applicable. The language of the contract between the City and Mitratech controls.

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

Not applicable. The language of the contract between the City and Mitratech controls.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

Not applicable. The language of the contract between the City and Mitratech controls.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?

Not applicable. The language of the contract between the City and Mitratech controls.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.

Not applicable. The language of the contract between the City and Mitratech controls.

HIEF PROCUREMENT OFFICER

B. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

Not applicable.

7	OTHER
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Project advantages include efficient and effective communications on property ownership information, Inspection results, pending case information, and matter and case disposition information; consistent and accurate information shared by and between both Departments; increased accuracy on reporting on Building Code violations, the status of compliance, and the fines and penalties collected; and reduction in data entry effort by both Law Department Building Department personnel.

APPROVED BY:	11/28/10	( Rich Der
DEPARTMENT HEAD OR DESIGNEE	DATE	BOARD CHARPERSON
Trus Co Duna		Rich Butler
PRINT NAME		PRINT NAME

DATE OF APPROVAL



Subject:

Law Department Case Management System: Vendor Limit Increase to Perform

Hansen Interface

To:

Jamie Rhee, Chief Procurement Officer

Richard Butler, NCRB Chairman

From:

Patrick Ryan, Director of Administration

Date:

November 23, 2010

The Law Department requests to appear before the Non-Competitive Review Board on December 7, 2010 to discuss modification of the scope of work and increasing the vendor limit on the current contract agreement with Mitratech Holdings, Inc., for TeamConnect software.

We previously appeared before the Non-Competitive Review Board in December 2009 and received approval for a scope modification and vendor limit increase for three purposes: a TeamConnect-Hansen interface, a TeamConnect-AHMS interface and a solution within TeamConnect to satisfy the mandatory reporting required by the federal Department of Health & Human Services (DHSS). The Law Department withdrew the requisition because we decided not to pursue the DHSS reporting by using TeamConnect. At that time, the Law Department represented that we would re-submit a request to the NCRB for the TeamConnect-Hansen interface component only.

At this time, the Law Department is requesting a vendor limit increase in the amount of \$621,280 to provide a sufficient funding allowance which will cover completion of the Hansen Interface project. I have attached the following documents to facilitate this request.

- Project Checklist
- Justification for Non-Competitive Progurement
- Contract Amendment Documents
- Statement of Work
- Cost Estimate
- Project Schedule
- Economic Disclosure Statements
- MBE/WBE Documents

Requisition #55195 has been entered onto the Financial Management & Purchasing System to coincide with this request.

An electronic copy and hard copy of all documents has been submitted to your attention and the NCRB Chairman. Please contact me at 744.7375 if you have any questions or require additional information.

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

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Requisiti	on No.: 55195	e	Contact Person: Project Manager:							the second secon				
Specification No.: (If known) 47617 Rajeev Kumar								Listition No.: (if known) 47617 Rajeev Kumar Rajeev Kumar  No.: (if known) 14269 Telephone: 7440135 Telephone: 7440135    Fax: 7420664						
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** Request	ed Term (Num	ber of Mont	hs): NA											
	Submittal I	•												
-	Pre Bid/Subm	ittal Confere		Yes*	0									
Requesting		_		Yes										
*if yes, exp	lain reasons w	hy mandato	ry attenda	ince is	necessa	ry.								

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIS	ST
Required Attachments: Scope of Services, including location, description of project,	services required, deliverables, and other information as required
Risk Management	
Current Insurance Requirements prepared/approved by Risk Management:	☐ Yes ☐ No
Will services be performed within 50 feet of CTA train or other railroad property?	☐ Yes ☐ No
Will services be performed on or near a waterway?	☐ Yes ☐ No
	□ 100 □ 110
If applicable, Pre-Qualification Category No. Category D	escription:
For Pre-Qualification Program, attach list of suggested firms to be solicited	·
an in Maria	
Other Agency Concurrence Required:   None   State   Federal   Other	
If Amendment request, please verify and provide the following:	
Contractor's Name:	\$
Contractor's Address:	
Contractor's e-mail Address:	
Contractor's Phone Number:	The state of the s
Contractor's Contact Person:	
	(C) 1
Attach Recommendation of MBE/WBE/DBE Analysis Form	☐ Yes ☐ No
	4
AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST	(6 <sub>2,34</sub> )
DOA sign-off for final design documents:	☐ Yes ☐ No
Required Attachments:	n'Al
Copy of Draft Contract Documents and Detailed Specifications	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Topy of Dial Constant December 2010 December 2010	
Risk Management:	
Current Insurance Requirements prepared/approved by Risk Management:	☐ Yes ☐ No
Will work be performed within 50 feet of CTA or ATS structure or property?	□ Yes □ No
Will work be performed airside?	☐ Yes ☐ No
*NOTE: Any non-construction Aviation request, complete the applicable section.	#
Do bid documents contain Sensitive Security Information (SSI)?	☐Yes* ☐No ☐Redacted
*If yes, attach Confidentiality Statement	
Attach Recommendation of MBE/WBE/DBE Analysis Form	☐ Yes ☐ No
•	
If Amendment request, please verify and provide the following:	
Contractor's Name:	
Contractor's Address:	
Contractor's e-mail Address:	
Contractor's Phone Number:	
Contractor's Contact Person:	

COMMODITIES SUPPLEMENTAL CHECKLIST		
Required Attachments:		
Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, use		
considerations	r departm	ent contact, price escalation
☐ Bidder's qualification, contract term and extension options		
Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable	oplicable t	technical standards
Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.	,	3.4.1.00
Attach Recommendation of MBE/WBE/DBE Analysis Form	☐ Yes	□ No
Is this a Revenue Producing contract?	☐ Yes	□ No
If Modification request, please verify and provide the following:		
Contractor's Name:		
Contractor's Address:		
Contractor's e-mail Address:		
Contractor's Phone Number:		
Contractor's Contact Person:		
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CONSTRUCTION SUPPLEMENTAL CHECKLIST		
Required attachments:		
Copy of Draft (80% Completion), Contract Documents and Detailed Specifications		
Risk Management		
Current Insurance Requirements prepared/approved by Risk Management:	☐ Yes	
Will services be performed within 50 feet of CTA train or other railroad property?  Will services be performed on or near a waterway?	☐ Yes	7
This services be performed on or near a waterway?	☐ Yes	☐ No
Attach Recommendation of MBE/WBE/DBE Analysis Form	ra v	C. N.
The state of the s	Yes	L] №
If Modification request, please verify and provide the following:		
Contractor's Name:		
Contractor's Address:		
Contractor's e-mail Address:		
Contractor's Phone Number:		
Contractor's Contact Person:		
PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST	· · · · · · · · · · · · · · · · · · ·	
If New Request (Check applicable boxes):		
Is this a Request for Information (RFI)?	[] Vaa	(Ol Man
Is this a Request for Qualifications (RFQ)?	☐ Yes	
Is this a Request for Proposal (RFP)?	Yes	
If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?	☐ Yes*	
*If yes, Company Name: PO#		
Attach a harrative explaining the consulting services and deliverables provided.		
Is this a Non-Competitive Procurement?	☑ Yes*	□No
*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance	ptan (Sct	nedules C-1 and D-1)
submitted to the Non-Competitive Review Board.		
s this a réquest for Individual Contract Services?		
"If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance	Yes*	An Individual Co.
Services" approval form signed by Department Head, Office of Compliance & OBM.	nequest	ioi individual Contract
s this a Revenue Producing contract?	☐ Yes	⊠ No
Name and State and the State a		v.
Does this request involve the purchase of Software?	☐ Yes*	
If yes, is City required to sign a software license?	☐ Yes*	⊠ No

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)	
Required Attachments (IF RFP/RFQ OR SOLE SOURCE):	
Statement of Work (SOW), Deliverables or Scope of Services defined	
Does SOW involve any work in the public way?	☐ Yes* ☒ No
*If yes, attach list of locations.	
Does SOW involve any public improvement to property that requires performance bond or prevailing wage?	☐ Yes* ☒ No
*If yes, attach list of locations.	
Is City Council approval required?	☐ Yes ⊠ No
Project or Program Background Information	
☑ Project Goals and Objectives	
Qualifications or Licenses/Certifications required for any disciplines NA	
☐ Evaluation Criterion desired in RFP or RFQ NA	
Evaluation Committee (EC) members recommended. Attach list of names, titles and departments NA	
☐ Technical and/or Functional Requirements, if applicable	
Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Delive	erables)
If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet fr	
Board (ITGB)	,
Attach Recommendation of MBE/WBE/DBE Analysis Form	☐ Yes ☒ No
If Amendment request, please verify and provide the following:	
Contractor's Name: Mitratech Holdings, Inc.	
Contractor's Address: 5900 Wilshire Blvd., Suite 300	
Contractor's e-mail Address: bob.ven@mitratech.com	
Contractor's Phone Number: 323.384.3792	
Contractor's Contact Person: Robert A. Ven	
in information of	
VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST	59
Required Attachments:	
Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if a	any, and options/accessories
☐ Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bld Submittal I	nformation, etc.)
☐ Delivery Location(s)	
☐ Technical Literature	
☐ Drawtings, if any	
Part Number List (Manufacturer, or Dealer, or Other Source)	
☐ Current Price List(s)/Catalog(s)	
Special Approval Form	
Exhibits and Attachments	
	. 66
Attach Recommendation of MBE/WBE/DBE Analysis Form	☐ Yes ☐ No
Is this a Revenue Producing Contract?	☐ Yes ☐ No
If Modification request, please verify and provide the following:	
Contractor's Name:	
Contractor's Address:	
Contractor's e-mail Address:	
Contractor's Phone Number: Contractor's Contact Person:	

WORK SERVICES/FACILITY MAINTENAN	ICE SUPPLEMENTAL CHECKLIST	~-	
Required Attachments:  Detailed Specifications (Scope of Services) included work hours/days, laborer/supervisor mix, compensed Bidder's qualification, contract term and extension of Contractor's qualifications, citation of any applicable Price Lists/Catalogs, technical drawings and other of the Information Technology (IT) project valued at Board (ITGB)	ation and price escalation considerations options e City/State/Federal statutes or regulations, citations exhibits and attachments as appropriate	on of any applicable t	echnical standards
Risk Management: Will services be performed within 50 feet (50") of CTA to Will services be performed on or near a waterway? Will services require the handling of hazardous/bio-was Will services require the blocking of streets or sidewalks.	ste material?	☐ Yes ☐ Yes ☐ Yes	□ No □ No
Attach Recommendation of MBE/WBE/DBE Analysis Is this a Revenue Producing contract?	Form	☐ Yes ☐ Yes	1 .
If Modification or Amendment request, please verify Contractor's Name: Contractor's Address: Contractor's e-mail Address; Contractor's Phone Number: Contractor's Contact Person:	and provide the following:		

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version of the Software installed in the System. If the City elects to have them installed, the City may elect to install them without the assistance from Mitratech, or to have Mitratech to install them; if the City chooses the latter, Mitratech will do so at the hourly rates included in Exhibit C (Compensation). Upon installation, acceptance will follow the procedures set forth in Exhibit F and H and Section 4C hereof. Upon acceptance by the City, Mitratech will provide a certification to the City that the upgraded and/or enhanced Software will perform pursuant to the functional specifications set forth in this Agreement. Any such updates, enhancements, modifications, and new version of the Software must perform at least the functions of the Software required under this Agreement (which requires the Mitratech to configure the Software during the Implementation Phase to meet the requirements of this Agreement) and must continue to otherwise comply in all respects with the terms and conditions of this Agreement; any loss of functionality or other failure of the update, enhancement, modification, and/or new version to conform to the requirements of this Agreement must be promptly remedied by the Mitratech at its sole cost and expense. Further, Mitratech guarantees that any new version of the Software provided to the City will not impair the functionality of Teamconnect Legal as configured by Mitratech during the Implementation Phase; any impairment of functionality from that required in Exhibit B must be promptly remedied by Mitratech at its own cost and expense. Mitratech warrants and guarantees that any updates, enhancements, modifications and new versions provided to the City will not impair in any respect the operation of the configured Software accepted by the City.

## 3. Scope Of Use

City will use the Software and Documentation at such Law Department or other sites as it deems necessary. The initial locations are set forth on Exhibit E. City shall give Mitratech notice of any different location.

## 4. Implementation Phase

Procedure for Installation and Acceptance of Base Application. Pursuant to the project schedule, Mitratech will install the Software, prior to Mitratech's implementation and configuration of it in Division Groups, at the locations set forth in Exhibit E, or, in a hosted environment, as determined by the City, and Mitratech will demonstrate to the City that it functions in accordance with the specifications set forth in Exhibit D and with the acceptance testing protocol for the Software, which is included as part of Exhibit H. If the City determines that the Software meets the functionality referenced in Exhibit D it will notify Mitratech no later than midnight, PT, January 31, 2007, that it accepts the base application. If City does not notify Mitratech by such time, City will be deemed to have not accepted the Software, and this Agreement will be deemed to have terminated, with no sums owed to either party.

B. Implementation Phase; Scope of Services, and Schedule for Implementation.

Exhibit F contains a detailed Scope of Services setting forth Mitratech's Implementation Services, as well as timeframes for the City to respond to certain deliverables provided by Mitratech: Mitratech must perform those Implementation Services for each Division Group pursuant to the schedule set forth in Exhibit F. Such Implementation Services include, without limitation, the installation of the Software on the hardware at City locations, the configuration/customization of the Software to enable the Configured Software to perform the functions set forth in this Agreement, the creation of Interfaces of the Software with certain applications identified in Exhibit F, and data conversion. Mitratech acknowledges that it will, pursuant to the timetable set forth in Exhibit F, provide the Implementation Services for each Division Group (as described on Exhibit F).

If Mitratech is delayed in meeting the timetable for configuring the Software and providing the other Implementation Services for any Division Group because the City has not completed a given task within the time prescribed for that task in <a href="Exhibit F">Exhibit F</a>, and provided that Mitratech has taken commercially reasonable steps to mitigate the effects of the delay, Mitratech will be afforded extra time to complete the task at issue for that Division Group commensurate with the extra time taken by City. As Mitratech completes the implementation for each Division Group, the parties will follow the acceptance procedures set forth in this Agreement, including Section C below, which contemplate that the City, upon demonstration that the Implementation Services meet the Acceptance Criteria for each Division Group, will accept them for that Division Group may be referred to herein as a "Stage."

- C. <u>Acceptance</u>. The criteria and procedures for City acceptance for each Division Group are set forth in this subsection C and Exhibit H.
  - (i) Acceptance Criteria. Without limiting the generality of the foregoing, the Implementation Services may be subject to acceptance testing by City, in its sole discretion, to verify that they satisfy the Acceptance Criteria, as set forth in Exhibit F and Exhibit H. Such Acceptance Criteria shall be based, at a minimum, on conformance of the Implementation Services with the Functional Specifications, as set forth in Exhibit B and shall conform to the acceptance protocols set forth below.
  - (ii) Acceptance Testing by the City. The City may, in its sole

discretion, elect to test or evaluate any such Implementation Services with respect to a Division Group to determine whether they comply in all material respects with the Acceptance Criteria. completion of review and testing with respect to each Division Group, the City shall notify Mitratech whether it has accepted any such implementation Services ("Accept") or whether it has identified discrepancies with the Acceptance Criteria ("Reject"). The City may Accept or Reject the Implementation Services for a Division Group in its sole discretion. If the City Rejects any Implementation Services for a Division Group, it shall provide a written list of items that must be corrected. On receipt of such notice, Mitratech shall promptly commence, at no additional charge to the City, all efforts to complete, as quickly as possible, such necessary re-performance of that portion of the Implementation Services as will permit them to be ready for retesting and review, but in no event shall performance of such corrective measures exceed 20 days from receipt of the City's notice. The testing and evaluation process shall resume, as set forth above. If the City Accepts the Implementation Services for a Division Group, it shall issue a written "Acceptance Notice." The date of such Acceptance Notice shall be deemed the "Acceptance Date." If the City determines that the Implementation Services for a Division Group have been modified subsequent to City's rejection, but still does not comply in all respects with the Acceptance Criteria, the City may either, in its sole discretion, (1) afford Mitratech the opportunity to repeat the correction and modification process as set forth above at no additional cost or charge to the City, or (2) depending on the nature and extent of the failure in the City's sole judgment, terminate this Agreement (either in whole or in part) if the failure materially affects the function or desirability of the Configured Software to the City as a whole and treat the failure as an event of default. The foregoing correction and modification procedure shall be repeated until the Implementation Services for each Division Group, passes the applicable Acceptance Criteria, or the City elects the termination option described above. In the event of a termination under this paragraph, Mitratech shall refund to City, within 10 business days of written notice of termination, all sums paid to Mitratech hereunder for the Implementation Services not accepted. This paragraph is not in limitation of any of the City's remedies under this Agreement.

(iii) <u>Integration</u>. As part of the Implementation Services involve the integration of the Software with other City applications, as set forth in the Scope of Services, the Implementation Services for any Division Group will not be accepted by the City until the Implementation Services cause the Configured Software to work

together with any such applications as an integrated whole and performs the functions set forth in this Agreement. Purther, the Implementation Services will not be accepted for any Division Group until it is verified that (a) the Configured Software works together as an integrated whole with those portions of the Configured Software and Interfaces previously implemented by Mitratech under this Agreement and accepted by the City for other Division Groups, (b) that the Implementation Services did not impair the functionality of the portions of the Configured Software previously accepted for other Division Groups, and (c) the Configured Software works together with and does not impair the functionality of the base application. Mitratech shall promptly, at its own cost and expense, re-perform those Implementation Services previously accepted if Mitratech's Implementation Services previously accepted for Group cause impairment of functions in such previously accepted portions.

- D. <u>Project Management and Quality Assurance</u>. During the Implementation Phase, Mitratech must provide sufficient resources to insure the successful completion of the Implementation Services. A schedule setting forth the City's minimum expectations with respect to personnel to be working at the City's facilities during this phase is set forth on <u>Exhibit G</u>. Mitratech must immediately notify the City when it believes that the Implementation Services are not being properly performed and will take corrective action to remedy any problem.
- E. Task Order Services. From time to time during the term of this Agreement. the City may request Mitratech to perform additional services not included in the Scope of Services of this Agreement but which are nonetheless related to the Implementation Services hereunder such as the development of functionality not set forth in Exhibit B or the creation of new Interfaces or Custom Software not described in the Scope of Services. City shall request Mitratech to perform such services pursuant to a task order request. Mitratech shall respond to the task order request with a detailed Scope of Services, a proposed amount for completion of the task, and a proposed schedule for completion of the tasks. Upon agreement of the parties as to the detailed scope of services, the compensation, and the schedule, an amendment to the Agreement will be processed to reflect such changes. Mitratech agrees that it will perform the task that is the subject of the amendment for the amount that is equal to the lesser of a or b as follows: a) compensation set forth in the task order, or b) the hourly rates set forth in Exhibit C applicable to task orders multiplied by the total number of hours expended by Mitratech to complete the task.

#### Mitratech

Replace the current section 5 with the following:

#### 5. Hansen Interface:

Services as detailed in Exhibit A, Hansen Interface, will be included within the Services in the Agreement (these may be known herein as the "Hansen Interface Services" and the interface may be known as the Hansen Interface). Mitratech will be compensated for such services at the hourly rates set forth in the compensation section of Exhibit A. The Hansen Interface must meet the functional specifications contained in Exhibit B hereof, and the Hansen Interface may not impair the functionality of any other part of the System previously delivered to the City.

Mitratech will complete the Hansen Interface Services in accordance with the schedule attached hereto as Exhibit C. Mitratech will convey ownership of the Hansen Interface to the City upon the City's acceptance of it, inclusive of all source and object code, free of all liens and encumbrances.

Mitratech will notify the City in writing when it believes the Hansen Interface has been completed, and Mitratech will run such tests of the Hansen Interface as the City deems necessary to determine whether the Hansen Interface is operable. Mitratech will warrant that the Hansen Interface is fully operational for a period of 90 days following the City's acceptance in writing of the Hansen Interface. Following acceptance, the Hansen Interface will be part of the System as defined in the Agreement. If, during this period, the Hansen Interface does not meet the functional specifications, Mitratech will immediately repair and replace as necessary at its own cost and expense and resubmit to the City for acceptance. Nothing herein is a limitation on the City's remedies under the Agreement.

# **Exhibit B- City of Chicago Business Requirements Document**

Interface Requirement <u>5</u> of <u>20</u>

Application Name	HANSEN
Interface to or from this application?	Two way to and from Hansen
Application Owner Dept/External Entity	Department of Buildings
Contact name and number	
Application Support Department	Department of BIS
Business reason for interface	Troubled buildings,
	Demolitions, Building Inspections,
	Building related court action cases
Application type (custom or	Proprietary Application
package)	, , , , , , , , , , , , , , , , , , , ,
Application DB	Oracle
Hardware platform and location	BIS.
Language	SQL
On City Network?	Yes
Interface type (function call, real-	The batch job will be scheduled to run
time, batch, etc.)	every half day
Interface method (DB link, etc.)	SOA
Interface frequency if batch (daily,	Twice a day
etc.)	
Peak and average number of daily	
transactions	
Data elements required (list and	
describe)	
Additional comments	The DOL is already working with BIS
	and DOB to include this interface as
	part of the grand Service Orientated
	Architecture "BUS"
	DOL would require this interface to
	access and edit legal charges but
	would end up pushing the data back
	into Hansen.

# **City of Chicago**

# Statement of Work TeamConnect/Hansen Integration Project

**September 14, 2010** 





KIERSTED / SYSTEMS

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## 1 Introduction

The City of Chicago currently uses the Hansen application to answer permit, annual and complaint inspections, for the maintenance of building related data. The City of Chicago uses Mitratech's TeamConnect software to manage their legal cases.

The TeamConnect/Hansen Interface project will automatically send the inspection, violation, recommendation, parcel, building and other necessary information to TeamConnect. In addition certain information will also be synced back to Hansen from TeamConnect as the case details are updated by legal.

## 2 Approach

The project will be divided into three phases to allow rollout of functionality to the business users in a modular fashion. Resources dedicated to the project to complete the three phases will be a combination of Mitratech/Kiersted, DoIT, the Hansen team and Infor.

#### 2.1 Phase 1

In phase 1 Department of Building (DOB) will conduct inspections, record this information in Hansen and store documents in SharePoint related to the case. Once the inspections are approved in Hansen if the case is designated as a 50's or 80's case the Hansen interface will create the matter in TeamConnect.

These cases are routed to Collection and Ownership Litigation, Department of Law (COLD) for title work. A case assignment tool will be created in TeamConnect to automatically assign these cases to Data Team Members within COLD to pull the title documents. Once the Data Team Members have completed their work the case assignment tool will assign the case to a Law Clerk within COLD to perform the title search. In addition further TeamConnect workflows will be created to facilitate Title Trust Expert reviews, Title Bank Disclosure work, Supervisor reviews and Title Exceptions.

Due to the volume of administrative hearings a court date assignment tool will be created in TeamConnect to assign court dates for these cases. These court dates will be synced back to Hansen by the Hansen interface. Once COLD has completed the title work the case will be either sent back to DOB or forwarded to Building License Enforcement, Department of Law (BLE).

The administrative hearings will be manually assigned to a BLE attorney by designated personnel within BLE. A tool will be created in TeamConnect to automatically assign the Circuit court cases to appropriate personnel.

At any time during the process either COLD or BLE may:

- o Reject the case back to DOB
- o Upgrade or downgrade the case, i.e. change from/to a 50/80 or downgrade further to a 20

This information will be synced back to Hansen.

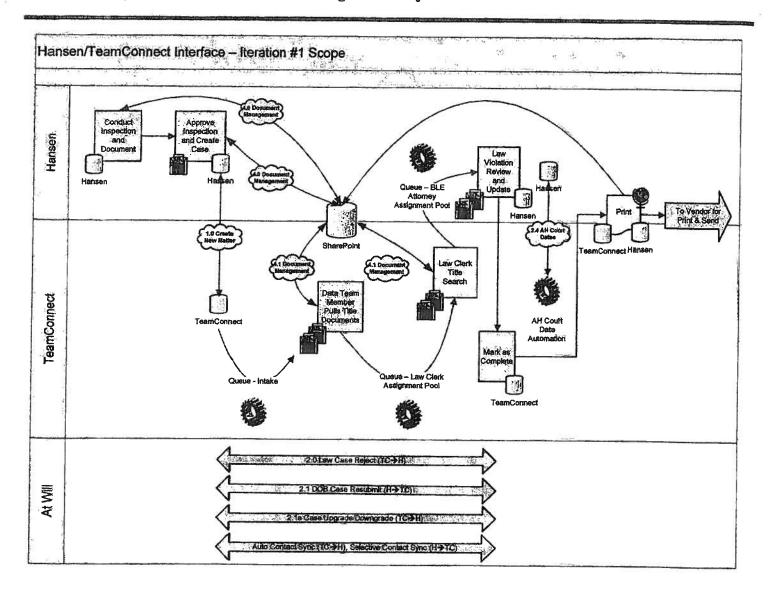
If case is rejected back to DOB they may make changes in Hansen and then resubmit the case to legal. The resubmit will be synced to TeamConnect.

- If Contact information is updated this information will be synced between Hansen and TeamConnect.
  - All assignees and involved contacts for the matter in TeamConnect will automatically sync to Hansen
  - Contact information in Hansen may be selectively sent to TeamConnect.

All review and updates to violation information will be performed in Hansen. This information will not be synced to TeamConnect.

A combined Business Objects universe will bring Information from both Hansen and TeamConnect to provide proper reporting.

The following diagram illustrates Phase 1 functionality. The functionality for Phase 1 was signed off by the business and team members on September 9<sup>th</sup>, 2010:



#### 2.2 Phase 2

Phase 2 will expand the TeamConnect and Hansen interface functionality to include:

- o Updates/additions/deletion made to violations in TeamConnect will be synced to Hansen
- o Re-inspection requests entered in Hansen will be synced to TeamConnect
- o Re-inspection results entered in Hansen will be synced to TeamConnect

#### 2.3 Phase 3

Phase 3 will complete the Hansen interface project and will include:

- Condition requirements and due dates for Consent Decrees and Agreed Orders will be synced from TeamConnect to Hansen for proper scheduling and completion of re-inspections
- o Outcomes of Consent Decrees and Agreed Orders should be passed from TeamConnect to Hansen for proper closing or continuance of Case/Hearing
- o The outcomes of Circuit Court and Administrative Hearing cases should be passed from TeamConnect to Hansen for proper closing of cases
- Compliance information for all cases should be passed to TeamConnect from AHMS for proper closing of Matters. This will be an automated BO import process from AHMS to TeamConnect.

## 3 Assumptions

The following assumptions were made in preparing this SOW. Tasks for all phases will be divided between the Hansen interface team - Mitratech/Kiersted, DoIT, the Hansen team and Infor. This statement of work only addresses tasks to be performed by Mitratech/Kiersted.

Mitratech/Klersted will provide a consulting team to deliver services associated with configuration, customization and implementation

## 3.1 Environmental Assumptions

This SOW assumes the following environmental parameters:

- o TeamConnect 3.2 will be up and running in production
- o Dedicated development/test environment with both TeamConnect 3.2 and Hansen will be provided by City of Chicago to development team

- Remote access must be granted to Mitratech/Kiersted team to the development/test environment
- o The Hansen team will develop WebServices for TeamConnect so that TeamConnect may update Hansen according to the specifications
- o Mitratech/Kiersted team will develop WebServices for Hansen so that Hansen may update/create information in TeamConnect according to the specifications

## 3.2 Phase 1 - Mitratech/Kiersted Tasks

Mitratech/Kiersted will perform the following:

- Conduct personnel interviews with COLD and BLE to determine workflows and automated tools necessary to support phase 1
- o Participate in Integration/Mapping meetings to determine mapping of information from/to Hansen and TeamConnect
- o Participate in architectural/design meetings with Hansen team
- o Prepare business requirements documentation for business sign off
- o Prepare technical specification documentation for sign off
- Develop WebServices Skeleton for acceptance of information into TeamConnect
- o Develop WebServices Stub for acceptance of information into TeamConnect

## WebServices calls will be limited to the following:

- Accepting information from Hansen to create a matter in TeamConnect
- Sending Contact/Involved information from TeamConnect to Hansen
- Accepting Contact/Involved information from Hansen into TeamConnect
- Sending case reject from TeamConnect to Hansen
- o Accepting case re-submit from Hansen to TeamConnect
- o Sending AH court dates from TeamConnect to Hansen
- o Sending case upgrade/downgrade information from TeamConnect to Hansen
- o Develop workflows for COLD and BLE including automated case assignment tool
- o Develop automated court assignment tool for Administrative Hearings
- Facilitate link to SharePoint from the matter in TeamConnect
  - o This will be a simple link that users may click on to open up the SharePoint site in a new window
  - o The creation of the site is not part of this SOW. It is assumed that this will be done in Hansen and the url to the site will be passed to TeamConnect as part of the create a matter information
  - Users will not be able to add documents to SharePoint from within TeamConnect or using any of the Mitratech Outlook drag and drop functionality

- Perform system testing for the WebService calls, COLD and BLE workflows and case assignment tool, AH court assignment tool
- o Package and deploy in staging environment
- o Participate in compiling pre-production check list
- o Package for production, assist in production rollout
- o 36 hours post production on-site floor support
- o Provide project management and participate in weekly status meetings

All other tasks for Phase 1 are not included in this SOW and are assumed to be performed by other members of the Hansen interface team.

## 3.3 Phase 2 - Mitratech/Kiersted Tasks

Mitratech/Kiersted will perform the following:

- Conduct personnel interviews with COLD and BLE for business requirements to support phase 2
- Participate in Integration/Mapping meetings to determine mapping of information from/to Hansen and TeamConnect
- o Participate in architectural/design meetings with Hansen team
- o Prepare business requirements documentation for business sign off
- o Prepare technical specification documentation for sign off
- o Develop WebServices Skeleton for acceptance of information into TeamConnect
- o Develop WebServices Stub for acceptance of information into TeamConnect

WebServices calls will be limited to the following:

- Updates/additions/deletion made to violations in TeamConnect will be synced to Hansen
- o Re-inspection requests entered in Hansen will be synced to TeamConnect
- o Re-inspection results entered in Hansen will be synced to TeamConnect
- o Develop business rules and screens to support phase 2
- o Perform system testing for the WebService calls, business rules and screens
- o Package and deploy in staging environment
- o Participate in compiling pre-production check list
- o Package for production, assist in production rollout
- o 36 hours post production on-site floor support
- o Provide project management and participate in weekly status meetings

All other tasks for Phase 2 are not included in this SOW and are assumed to be performed by other members of the Hansen interface team.

### 3.4 Phase 3 - Mitratech/Kiersted Tasks

Mitratech/Kiersted will perform the following:

- Conduct personnel interviews with COLD and BLE for business requirements to support phase 3
- o Participate in Integration/Mapping meetings to determine mapping of information from/to Hansen and TeamConnect
- o Participate in architectural/design meetings with Hansen team
- o Prepare business requirements documentation for business sign off
- o Prepare technical specification documentation for sign off
- o Develop WebServices Skeleton for acceptance of information into TeamConnect
- o Develop WebServices Stub for acceptance of information into TeamConnect

## WebServices calls will be limited to the following:

- Condition requirements and due dates for Consent Decrees and Agreed Orders will be synced from TeamConnect to Hansen for proper scheduling and completion of re-inspections
- Outcomes of Consent Decrees and Agreed Orders should be passed from TeamConnect to Hansen for proper closing or continuance of Case/Hearing
- The outcomes of Circuit Court and Administrative Hearing cases should be passed from TeamConnect to Hansen for proper closing of cases
- o Develop business rules and screens to support phase 3
- o Perform system testing for the WebService calls, business rules and screens
- o Package and deploy in staging environment
- o Participate in compiling pre-production check list
- Package for production, assist in production rollout
- o 36 hours post production on-site floor support
- o Provide project management and participate in weekly status meetings

All other tasks for Phase 3 are not included in this SOW and are assumed to be performed by other members of the Hansen interface team.

## 3.5 Mitratech/Kiersted Resources

Mitratech/Kiersted will supply the following resources:

Resource	Number	Function
Business Analyst/Project Manager	1	Meet with business to determine and document business requirements. Provide project management and participate in weekly status meetings.
Consultant	1	Meet with Hansen team to determine and document the protocol and methodology for exchange of information between Hansen and TeamConnect
Technical Lead	1	Participate in Hansen team meetings and prepare technical specifications. Manage the Mitratech/Kiersted development resources.
Developer	2	Develop interfaces calls, workflows, and automated assignment tools

### 3.6 Team Assumptions

This SOW assumes that the Hansen team will be available in a timely fashion to work with Mitratech/Kiersted resources to determine the format and methodologies for the WebSphere calls.

It is assumed that business personnel will review and approve business requirements and technical documentation in a timely-manner.

#### 3.7 Time and Materials

The Hansen interface project is a time and materials project. The estimates supplied in this SOW are based on our current knowledge and projects of a similar nature. Estimates in this SOW should not be interpreted as fixed costs. Please see the COLD business requirements as currently defined.

## 3.8 Travel and Expenses

Travel and expenses will be billed at cost to City of Chicago for on-site personnel.

## 4 Estimate Hours/Cost

The estimate for Phase 1 is broken down at a detail level. Phases 2 and 3 are ballpark estimates based on current knowledge. All estimates are subject to assumptions stated in this SOW.

Estimated cost is exclusive of travel and expenses related to the project.

Description	Estimated Hour(s	) Cost
Hansen Interface Project		建制数台间
Coding	1,000	\$110,000
Project Management, Business Analysis, Technical Design	2,502	\$469,280
Travel Reimbursement		\$42,000
		\$621,280

## 5 Estimate Timeline

Following are the estimated delivery dates for the rollout of each of the three phases. Please note that the delivery dates are also dependant on other business and team members outside the control of Mitratech/Kiersted resources.

Phase	Estimated Delivery Date
Phase 1	See Attached
Phase 2	See Attached
Phase 3	See Attached

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Part   Project	Plantage   Clarifognicis   Project		•	9 1	a.a.hra	11/22/11 pe/M	Mon 11/21/11	Pre-production checklist	7
District Project   Proje	Plantage   Project   Pro	1		9	112.8 hrs	Wed 11/20/11	Mon 11/21/11	Production deployment and go live	76
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Project trapping   Project   Proje	Plantage   Color   C	And the state of t		9	8.00 ORC		Mon 1017711	Law Training	8
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Deliber Separation Project   Project Separation Project   Project Separation Project Se	Hartsen)   Cintegration Project   Hartsen)   Content	with the Mount of the State of	ejeki[26%],Lynda Beton	9	5.W ZB1002	1 (CAS DAM	The property	Conduct User Acceptants Testing and remediation	8
Delication   Project   P	Hansen-TC Integration Project   Project Integration Project   Project Integration ocumentation   Project Integration ocumentation   Project Integration ocumentation   Project Integration   Project			3	558.82 hrs	1077711	LIANT DAM	Develop Test Scripts and Expected Results	2
Operation   Compared	Haltsself-TC Integration Project   Figure   Fi			2	104 hrs	11005/30/11	STATE OF I	User Acceptance Testing	2
Open   Marie	Hallisent-TC Integration Project   Helisentation Project   Helisentation Project   Helisentation   Helisenta			2	240 hrs		The real	Packaging and Danieument at Storing	86
Project Centegration Project	Hansen-TeamConnect Interface Project  Hansen-To Integration Project  Project Integration Project  Project Integration Documentation  Fig. 200 Maring and Planning  Business Regulation on Documentation  Fig. 200 Maring and Planning  Fig. 200 Maring	GoC-Hanson Team.MT-Tech Lead (Milliam Vo)		3	48 hrs		1100001	System Testing	1
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Project Compilers   Project   Proj	Hansen-TC integration Project Hansen-TC integration Project Project inception Froject integration Project Project integration Project Project integration Project Project inception Froject integration Project Project inception Froject inception Fr			9,	950 hrs :	LURA ILI	רועגע מא	Develor WebServices Statemen	9
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Hamson-TC integration Project   Project Souphing and Planning   The String   Friedrick	Hansen-TC integration Project  Hansen-TC integration Project  Project inception  Froject Scoping and Planning  Project Scoping			9%	40 has	Fri 2/25/11	Fn 2018/11	Shandran barrana and house	7
Project Inception Project   Project Integration Project   Project Inception   Projec	Hansen-TC integration Project   Sant Gade   Work   Compass   Color	MT-Tech Lead (William Yolffow),MT-TC Dev2 (781299)		19%	890 Mg	Mon &13/11	Med 05/11	Shareball Integration Plant State and Shareball Bell Shoreball Control of the Shareball Control	6
Hallsoph-TC integration Project   Fig. 2516   Hallsoph-TC integration Project   Hallsoph-TC integration Project   Hallsoph-TC integration Project   Hallsoph-TC integration	Hansen-TC Integration Project Hansen-TC Integration Project Project Reputerment Occumentation Feducial Specification Documentation Feducial Specification Feducial Specification Documentation Feducial Specification Documentation Feducial Specification Feducial Specificati	TO Dav (9)		28	344 hrs	4	tinte pe	State of the distance of the state of the st	
Hansen-TC Integration Project   Hansen-TC Integration Project   Hansen-TC Integration Project   Hansen-TC Integration Project   Hansen-TC Integration   Hansen-TC Integratio	Hainsent To Integration Project   Hainsent Team Comment Interface Project Scoping and Planning   Hainsent Team (April 1997)   Hain		9	5%	160 hrs		FM 1/21/11	Savatora Management States	*
Hain Seh TC Integration Project   Hain Seh TC Integration Project   Hain Seh TC Integration Project   Hain Seh TC Integration   Hain Seh TC Integr	Hansen/TeamConnect Interface Project   Hansen/TeamConnect   Hansen/Tea			76	1,514 hrs	Man 6/13/11	Wed 1/5/13	Develor WebSarving Statemen	<u>ا</u>
Hairson-TC integration Project   Hairson-TC integration Project   Hairson-TC integration Project   Hairson-TC integration   Project   Hairson-TC integration   Hairson-TC	Hainsent Team Connect Interface Project Start Hainsent Team Connect Interface Project Storping and Planning	- Change -		5%	2,880 hrs	1742/9 BUT	LUCAL DRAM	5	
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Hansen-TC integration Project   Hansen-TC integration Projec	Hansen-To Integration Project   Hansen-TeamConnect Interface Project Scoping and Planning   Hansen-Team   Hansen			9	0 hra	Tue 8/31/10	Tue 0/31/10	100	
HansenTC integration Project   Hallen   HansenTC integration   Project integration   Project   HansenTC integration   Project   HansenTC integration   Project   HansenTC integration	Hansen-TC integration Project   Hansen-TeamConnect interface Project   Hansen-To integration Project   Hansen-To integration Project   Hansen-TeamConnect interface Project   Hansen-TeamConnect interface Project   Hansen-TeamConnect interface   Hansen-TeamConnect	visultant (Mori Kabiri)(26%),MT-PN (Amanda Heldt)(6%),CoC-PM (Carohm Cobb)(5%)	-CoC-Hansen Teo	3	20.4 hrs	FA 1/21/11	Tue 1/18/11	Leagh documents - review and sign oil	8
Hamsen-TC integration Project   Hamsen-TC integration   Hamsen-TC integratio	Hansen/TeamConnect Interface Project   Hansen/TeamConnect Interface Project   Hansen/TeamConnect Interface Project   Hansen/TeamConnect   Hansen/TeamConne		tag (cad(80%)	98	24 hrs	Thu 12/16/10	F/112/10/10	Hanson WebServices API documentation	1
Hall Sept   To Integration Project   Fig. 25	Hansen/TeamConnect Interface Project   Hansen/TeamConne		MI-Tech Lead (William Vollegy), MI-Consulting (Mori Kabini20%)	102	146 hrs	Tue 1/18/11	F# 12/10/10		8
Hansen-TC integration Project	Hansen-Te integration Project  Hansen-Tic integration Project  Project Scoping and Planning  Project Scoping and Planning  Figure 1 Constitution  Project Specification  Figure 1 Constitution  Project Specification  Figure 1 Constitution  Figure 1 Constitution  Figure 2 Const	less	ELMT-Tech Lead William Vol. MT-Consultant (Mort Kabiri), CoC-Hanson Team	88	72 hrs	Thu 12/9/10	Tue 12/7/10		K
Hansen-TC integration Project   He 2510 Wed 140011 \$38.40 ke   175	Hansen-TC integration Project		We transfer transfer of the south of the second of the sec	3	252.4 hrs.	FRIENDA	Tue 12/7/10	Design and documentation	2
Cold hard Stewardow Path Works was followed from the 11/8/10 Wed 12/2010 St hard St	Hansen-TC integration Project		The Design Tennel (Mark 117 Bd / America Hall 1970) 177 Committees (1814 Ve	ş. Ş.	30.4 hrs	Med INST	Med 1222910	İ,	
Hansen-TC integration Project Project Project Project Project Responsibility Project Respon	Hansen/TeamConnect Interface Project  And Control  And Co	The Education of the Control of the	Million Volleton and Tolleton	í	354 20	Wed 12/28/10	Tue 11/9/10		29
A Hanson-TC integration Project Scoping and Planning Towns Project Scoping and Planning Towns Project Scoping Project Scoping Project Specification Documentation Project Project Specification Documentation Project Project Project Specification Documentation Project Proj	Hansen-TC integration Project  Hansen-TC integration Project  Project inception  Project Scoping and Planning  Project Scoping and Planning  Toe strong Man 19970  Project Scoping and Planning  Toe strong Man 19970  Technical Specification Documentation  Toe strong Man 19970  Toe strong Man 19970  State Man 19970  Add Fine  State Man 19970  Stat		COC. Manusan Taobi Leadinness Litt. Techn. Lead. Medical Manusan Voltages. Voltages.		24 hrs	Mon 11/22/10	Tue 11/16/10		
Technical Specification Documentation  Technical Specific	Hansen/TeamConnect Interface Project  Hansen/TeamConnect Interface Pro		Charles and Oldston World		107.43 hs	Mon 1016/10	fue 10/2010	Attachiocalitapping Specification	27
O Task Name  O Task Name  Harsen-TC integration Project  Project inception  Project inception  Project Scoping and Planning  Toward on Management Management Management Name (1976)  No artificity Management Name (1976)  No	Hansen/TeamConnect Interface Project				518 83 hrs	Wad USII	Tue 10/20/10	Technical Specification Documentation	8
O Task Hams O Task Hams O To Integration Project  Manual Project Integration Project  Project Integration on Department Project Souther and Department Proj	O Task Hame  Hansen/TeamConnect Interface Project  Hansen/TeamConnect	•		*001	SAU 992	Office and	100 0 0 10 10 0	Business Requirement Documentation	22
O Stant Resident Work & Comprise 144 Quarter 250 Quarter 155 147 155 155 155 155 155 155 155 155 155 15	O Tour Name  Hansen/TeamConnect Interface Project  Hansen/TeamConnect Interface Project  Hansen/TeamConnect Interface Project  Hassen/TeamConnect			2,000	1 184	Other Ma	Tim griging	Project Scoring and Planning	9
Harroon-TC intervention Division Sun Andrew Was A Comprise Law Sec. 18.5 15.5 25.5 2	Hansen/Teamen Brates Sun Reich Wen *Compies   1404-157   240-151   150-150				des carries	-	Del Sold Service	Project incention	2
A Cash Alama	Hansen/TeamConnect Interface Project	June 1 Aug Sep Oc	H		-	Way work	PM 2.5980		1
			MACOUNT	Contide		The state of	Shart		6

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

## **SECTION I -- GENERAL INFORMATION**

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:
MIRATECH HOLDINGS, INC.
Check ONE of the following three boxes:
Indicate whether Disclosing Party submitting this EDS is:  1. [X] the Applicant OR
2. [] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest:  OR
3. [] a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control:
B. Business address of Disclosing Party: 5900 WILSHIRE BLVD.  LOS ANGELES (A 90036
C. Telephone: 323/900-1700Fax: 323/964-0000 Email:
D. Name of contact person: AVID H. MORTON
E. Federal Employer Identification No. (if you have one): 74-3025949
F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
ENHANCE LITY'S TEAMCONNECT LEGAL APPLICATION TO COMPLY WITH NEW HEALTH & HUMAN SERVICES REPORTING REGULATIONS
G. Which City agency or department is requesting this EDS?
If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:
Specification # 47617 and Contract # 14269

### SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY	
1. Indicate the nature of the Disclosing P	artu-
[] Person	[] Limited liability company*
[ ] Publicly registered business corporation	[] Limited liability partnership
De Privately held business corporation	[] Joint venture*
[] Sole proprietorship	Not-for-profit corporation
[] General partnership*	(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Limited partnership*	[]Yes []No
[] Trust	[] Other (please specify)
* Note B.1.b below.	= 1
2. For legal entities, the state (or foreign	country) of incorporation or organization, if applicable:
DERAWARE	
	······································
3. For legal entities not organized in the S business in the State of Illinois as a foreign ex	State of Illinois: Has the organization registered to do ntity?
[]Yes []No.	₩ N/A
B. IF THE DISCLOSING PARTY IS A LEG	AL ENTITY:
For not-fer-profit corporations, also list below	tles of all executive officers and all directors of the entity.  All members, if any, which are legal entities. If there are rusts, estates or other similar entities, list below the legal
Name	Title
LAMAN BEHNIA	ChAIRPERSON
AFSHIN BEHNIA	PRESIDENT & CEO
(Directors are the	
company," "Limited liability partnership" or ".	ship," "Limited partnership," "Limited liability Joint venture" in response to Item A.1. above (Nature of c of each general partner, managing member, manager or

Page 2 of 13

	Ti	tle
**************************************		
indirect beneficial of such an interest interest of a memb estate or other sim Municipal Code of	interest (including ownership) in excess include shares in a corporation, partner er or manager in a limited liability comp ilar entity. If none, state "None." NOT	ng each person or entity having a direct or s of 7.5% of the Disclosing Party. Examples ship interest in a partnership or joint venture pany, or interest of a beneficiary of a trust, E: Pursuant to Section 2-154-030 of the may require any such additional information e full disclosure.
Name	Business Address	Percentage Interest in the
AFSH W REND	UA BLYD STE 1500	Disclosing Party
	Los ANGRES CA 900	36 52%
LASAN BEM	KILA - SAME	32%
SMIRIN BE	ANCA -SAME -	16%
Has the Disclosi		as defined in Chapter 2-156 of the Municipa
Code, with any City	y elected official in the 12 months before	e the date this EDS is signed?
[]Yes	ХNο	
	fy below the name(s) of such City elect	ed official(s) and describe such

## S

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

Deletionship to Disabelia a Deser

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Mama

Latite		mic29	weremonanth to practount Latra	I 668
(indicate whether	Add	iress	(subcontractor, attorney,	(indicate whether
retained or anticipa	ted		lobbyist, etc.)	paid or estimated)
to be retained)		:		
				•
NONE				
11076		<del></del>		<del></del>
70				
			•	
(Add sheets if neces	ssary)	•		
•			•	
MCheck here if the	Disclosin	g party h	as not retained, nor expects to retain, a	my such persons or
entities.		•		•
V 1	No. 20 a		•	
section v – ce	RTIFICA	TIONS		
	DWD 01111	D OTTOR		
A. COURT-ORDE	KED CHIL	D SUPP	ORT COMPLIANCE	· ·
Hader Municipal	Code Sect	ion 2-02-	415, substantial owners of business en	العالب ما محمد معام معام معام
			h their child support obligations through	
ontract.	ii mi combii	WIICE AM	u men cuno subbon nonŝanons mioni	Reformer free feature of free
viinet.			্র	•
łas any person who	directly or	indirecti	ly owns 10% or more of the Disclosing	Party been declared in
			ns by any Illinois court of competent i	
		•		
[]Yes	WNo	[]No	o person owns 10% or more of the Dis	closing Party.
		•	•	
			ourt-approved agreement for payment	of all support owed and
s the person in com	pliance wit	h that agi	recment?	
1122				
[ ] Yes	[] No		•	

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#### B. FURTHER CERTIFICATIONS

- 1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
  - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
  - 2. The certifications in subparts 2, 3 and 4 concern:
  - the Disclosing Party;
  - any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
  - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
- 3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
- 4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
- 5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:				
		ust onplain out w.		
<u> </u>	<u> </u>			

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

#### 1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

[] is X is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal (	Code, explain here (attach :	additional pages if necessary):
		se appears on the lines above, it will be ertified to the above statements.
D. CERTIFICATION R	EGARDING INTEREST	IN CITY BUSINESS
Any words or terms that meanings when used in	<del>-</del>	156 of the Municipal Code have the same
		e Municipal Code: Does any official or employee wn name or in the name of any other person or
NOTE: If you checked Item D.1., proceed to Pa		ed to Items D.2. and D.3. If you checked "No" to
elected official or emploany other person or entity for taxes or assessments, "City Property Sale"). C	yee shall have a financial i y in the purchase of any proor (iii) is sold by virtue of	itive bidding, or otherwise permitted, no City interest in his or her own name or in the name of operty that (i) belongs to the City, or (ii) is sold flegal process at the suit of the City (collectively, taken pursuant to the City's eminent domain power eaning of this Part D.
Does the Matter involve	a City Property Sale?	
[]Yes	[XNo	
		he names and business addresses of the City ntify the nature of such interest:
Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above Disclosing Party has found records relating to investments or profits from slavery, the slave ind or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

funded, proceed to Section VII.

#### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the	federal Lobbying			
Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party wit				
respect to the Matter: (Begin list here, add sheets as necessary):				
	>			

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

- 2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.
- 3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at http://www.whitehouse.gov/omb/grants/sfillin.pdf, linked on the page http://www.whitehouse.gov/omb/grants/forms.html.

- 4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".
- 5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

is the Disclosing	rarty the Applicant?
[]Yes	[] No
If "Yes," answer	the three questions below:
applicable federal	leveloped and do you have on file affirmative action programs pursuant to regulations? (See 41 CFR Part 60-2.)
[]Yes	[ ] No
Contract Complian	iled with the Joint Reporting Committee, the Director of the Office of Federal nee Programs, or the Equal Employment Opportunity Commission all reports due le filing requirements?
[]Yes	[]No
3. Have you p equal opportunity	articipated in any previous contracts or subcontracts subject to the clause?
[]Yes	[] No
If you checked "N	o" to question 1. or 2. above, please provide an explanation:
SECTION VII COMPLIANCE, I	ACKNOWLEDGMENTS, CONTRACT INCORPORATION, PENALTIES, DISCLOSURE
The Disclosing Par	ty understands and agrees that:
A. Dry committee	and Gling this PDC the District Day of the Control

- A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

- D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

- H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
- H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

#### CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

MITPATECH HOLSINGS Ivc. Date: - JAW 25, 2010 (Print or type name of Disclosing Party)	
By:	
(sign here)  BAUD H. MoRION  (Print or type name of person signing)	
(Print or type title of person signing)	
Signed and sworn to before me on (date) 1/25/2010, by DAVID H. MIRTON at 165 AUSING County, CAUFORNA (state). PROVED THOUGHT SATISTICALLY EVIDENTO TO TO THE PERSON HEASIN	cv'
Commission expires: 425,2011.	•
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# CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

## FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of

such familial relationship.
CERTIFICATION
Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.  Date:   Aw 25 2010
(Print or type name of Disclosing Party)  Date: \(\frac{1}{4\omega} \ge 25 \ge 2010\)
By: (Sign here)
Print or type name of person signing)
(Print or type title of person signing)
Signed and sworp to before me on (date) 125 10, by DAVID + MORTON, at 105 Aug 185 County, Aug 1900 (State). Provide there is shown of the person Heaving.  To But the person Heaving.  Commission expires: Apr 25 -2011.
LESLIE RAE SALLER Commission # 1734883 Notary Public - Colifornia Los Angeles County My Comm. Expres Acr 25, 2011

# VENDOR HAS STATED THAT THEY ARE REQUESTING A WAIVER PER THE FOLLOWING EMAIL EXCHANGE.

From: Peters, Lynda

Sent: Tuesday, November 23, 2010 4:15 PM

**To:** 'bob.ven@mitratech.com' **Subject:** RE: compliance plan

Thank you, Bob. Please ask Chris to include and provide an explanation in support of the waiver request regarding work on the Hansen Interface if that is what he will be seeking.

From: Bob Ven [mailto:bob.ven@mitratech.com]
Sent: Tuesday, November 23, 2010 4:07 PM

To: Peters, Lynda

Subject: Re: compliance plan

Lynda,

Yes. Chris will provide a letter for waiver of compliance similar to previous letters by EOB tomorrow

Thanks

Bob

Sent via BlackBerry from T-Mobile

From: "Peters, Lynda" < lynda.peters@cityofchicago.org>

Date: Tue, 23 Nov 2010 16:00:50 -0600 To: Ven, Bob<br/>
bob.ven@mitratech.com>

Subject: compliance plan

Bob -

To confirm our conversation, you told me that due to the Thanksgiving holiday both you and Chris Lang are out of the office. Chris will be able to provide us with documentation by the close of business tomorrow, which is November 24th.

Please let me know whether I understood correctly.

Thank you, Lynda

Lynda A. Peters

City Prosecutor 33 N. LaSalle, 2nd floor Chicago, Illinois 60602 (312) 744-2816

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.



Mitratech Höldings, Inc. 5900 Wilshire Blvd., Suite 300 Los Angeles, California 90036 www.mitratech.com

T (323) 900-1700 F (323) 964-0000

November 30, 2010

City of Chicago Mara Georges, Corporate Counsel 121 North LaSalle Ave. Chicago, IL 60602

RE: City of Chicago-MBE/WBE

Dear Ms. Georges:

Mitratech is requesting a waiver of the City of Chicago's MBE/WBE requirement for a project we have been requested to undertake. The objective of this project is to design, develop, test and deploy bi-directional interfaces for system integration of the City of Chicago's TeamConnect Legal application and Hansen Building Management System. The design and code complexity of the application interfaces, specialized resources requirements, and technical knowledge of the TeamConnect software make it impractical for us to involve and train MBE and WBE resources in the project work. The timeframe for training any new resource for a project of this complexity is 9-12 months.

The practical path to meeting the City of Chicago's needs in this instance is to utilize resources with recent experience and specialized skills related directly to our product.

Best Regards

hyistopher Lang

Vice President, Client Services

Mitratech Holdings, Inc.

From: DeHaan, Jason

Sent: Wednesday, November 24, 2010 3:11 PM

To: Cobb, Carolyn

Subject: FW: Hansen / TeamConnect interface

Congrats, you have a majority vote from the ITGB. Happy Thanksgiving!

Jason

From: O'Brien, Diane

Sent: Wednesday, November 24, 2010 3:07 PM

To: DeHaan, Jason; Keane, Erin; Gibson, Andrea; Esquivel, Mario; Bhatt, Hardik; McAdams, Kate; Murray, Lydia

Subject: RE: Hansen / TeamConnect interface

My first evote is yes.

Thanks! Diane

> -----Original Message-----From: DeHaan, Jason

Sent: Wednesday, November 24, 2010 1:27 PM

To: O'Brien, Diane; Keane, Erin; Gibson, Andrea; Esquivel, Mario; Bhatt, Hardik; McAdams, Kate; Murray, Lydia

Subject: Hansen / TeamConnect interface

Hì,

Following up on the Law request for additional funding for the Hansen / TeamConnect interface, FileNet work will add \$25k to the estimate. That brings the total request to \$346,280. Evote? I vote yes.

Jason

### Ryan, Patrick

From:

Ryan, Patrick

Sent:

Wednesday, December 01, 2010 5:07 PM

To:

Butler, Richard; Rhee, Jamie

Cc:

Dunn, James; Kumar, Rajeev; Peters, Lynda

Subject:

Hansen Interface Documents

Attachments: ncrb supplemental docs\_hansen.pdf

Hello -

Please include the attached documentation with the Mitratech NCRB request recently submitted by the Law Department.

Thank you.

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To: Cobb, Carolyn

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Mitratech Holdings, Inc. 5900 Wilshire Blvd., Suite 300 Los Angeles, California 90036 www.mitratech.com

T: (323) 900-1700 F: (323) 964-0000

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**Vice President, Client Services** 

Mitratech Holdings, Inc.